

RECORDATION NO. 21576-B-C
NOV 17 '98 11-45 AM
FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
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OF COUNSEL
URBAN A. LESTER

November 17, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Lease Supplement No. 2 (Amtrak Trust 98-B), dated November 17, 1998, and two (2) copies of a Memorandum of Trust Agreement and Indenture Supplement No. 2 (Amtrak Trust 98-B), dated November 17, 1998, both secondary documents as defined in the Board's Rules for the Recordation of Documents

The enclosed documents relate to the Lease and Indenture which were previously filed with the Board under Recordation Number 21576.

The names and addresses of the parties to the enclosed documents are:

Memorandum of Lease Supplement No. 2

Lessor: First Union National Bank
10 Statehouse Square
Hartford, Connecticut 06103

Lessee: National Railroad Passenger Corporation
10 G Street, NE
Washington, D.C. 20002

Counterparts - 2

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BOARD

Mr. Vernon A. Williams
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Memorandum of Trust Indenture Supplement No. 2

Owner Trustee : First Union National Bank
10 Statehouse Square
Hartford, Connecticut 06103

Indenture Trustee : The First National Bank of Maryland
25 South Charles Street
Baltimore, Maryland 21201

A description of the railroad equipment covered by the enclosed documents is:

Nineteen (19) EMD locomotives AMTK 452 and AMTK 470

Also enclosed is a check in the amount of \$52.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 21576-1C
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AMTRAK TRUST 98-B

NOV 17 '98 11-45AM

MEMORANDUM OF TRUST INDENTURE AND SECURITY AGREEMENT SUPPLEMENT (AMTRAK TRUST 98-B) dated November 17, 1998, between FIRST UNION NATIONAL BANK, a national banking association not in its individual capacity, but solely as trustee under the Trust Agreement (Amtrak Trust 98-B) (the "*Trust Agreement*") dated as of July 15, 1998 with GENERAL MOTORS ACCEPTANCE CORPORATION, a Delaware corporation (in such capacity, the "*Owner Trustee*") and THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (referred to below).

WHEREAS, the Owner Trustee and the Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (Amtrak Trust 98-B) dated as of July 15, 1998 (the "*Trust Indenture*"), as supplemented by that certain Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 98-B) dated August 11, 1998 ("*Supplement No. 1*");

WHEREAS, a Memorandum of Trust Indenture and Security Agreement with respect to the equipment described in Supplement No. 1 was filed with the Surface Transportation Board pursuant to 49 U.S.C. §11301 on August 11, 1998 at 4:35 p.m. Recordation Number 21576-A, and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act (formerly, §90 of the Railway Act of Canada) on August 11, 1998 at 2:05 p.m.;

WHEREAS, the Owner Trustee and the Indenture Trustee are entering into that certain Trust Agreement and Indenture Supplement No. 2 (Amtrak Trust 98-B) dated the date hereof ("*Supplement No. 2*") (the terms of which are incorporated herein by reference), supplementing the aforesaid Trust Indenture to include the railroad equipment identified in Schedule A hereto, bearing the equipment numbers of the Lessee shown in said Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefor (the Trust Indenture, as so supplemented by Supplement No. 1 and Supplement No. 2 being herein called the "*Indenture*");

WHEREAS, pursuant to the Indenture, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Loan Participants and the Note Holders from time to time, a security interest in and mortgage Lien on all estate, right, title and interest of the Owner Trustee in, to and under the following described property, rights, interests and privileges, other than Excepted Payments and Excepted Rights (which collectively, excluding Excepted Payments and Excepted Rights but otherwise including all property hereafter specifically subjected to the Lien of the Indenture by the Trust Agreement and Indenture

Supplements or any mortgage supplemental hereto, are included within the Trust Indenture Estate), to wit:

(1) the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of National Railroad Passenger Corporation (the "*Lessee*") shown in said Schedule A (the "*Equipment*"), and all replacements thereof and substitutions therefor in which the Owner Trustee shall from time to time acquire an interest as provided in the Indenture and in the Lease (referred to below), all as more particularly described in the Trust Agreement and Indenture Supplements to the Indenture executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in the Indenture, and the interest of the Owner Trustee in all records, logs and other documents at any time maintained by the Lessee with respect to the foregoing property;

(2) the Lease of Railroad Equipment (Amtrak Trust 98-B) (the "*Lease*") dated as of July 15, 1998, between the Lessee and the Owner Trustee and all Rent thereunder, including, without limitation, all amounts of Base Rent, Supplemental Rent, and payments of any kind thereunder or in respect thereof, the Participation Agreement, the Purchase Agreement (to the extent assigned by the Purchase Agreement Assignment), the Purchase Agreement Assignment, the Consent and Agreement and the manufacturer's Bill of Sale, including without limitation, in the case of each such Operative Document, (x) all amounts or other payments of any kind paid or payable by the obligor(s) thereunder or in respect thereof to the Owner Trustee whether in its capacity as Lessor or otherwise as well as all rights of the Owner Trustee to enforce payment of any such amounts or payments, (y) all rights of the Owner Trustee to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof, as well as all the rights, powers and remedies on the part of the Owner Trustee, whether acting under any such document or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default or otherwise, and (z) any right to restitution from the Lessee in respect of any determination of invalidity of any such document;

(3) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(4) all insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of the Lease;

(5) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with the Indenture Trustee by or for the account of the Owner Trustee pursuant to any term of any Operative Document and held or required to be held by the Indenture Trustee hereunder; and

(6) all proceeds of the foregoing;

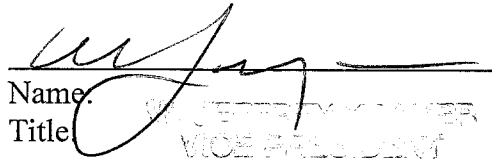
BUT EXCLUDING from the foregoing and from the Trust Indenture Estate all Excepted Payments and Excepted Rights, and the rights to enforce and collect the same, and SUBJECT TO the rights of the Owner Trustee and the Owner Participant under Section 6.10 of the Indenture, AND FURTHER SUBJECT TO all other exclusions and exceptions specified in the Indenture;

WHEREAS, Supplement No. 2 shall be effective as of the Closing Date (as defined in the Lease); and

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

FIRST UNION NATIONAL BANK, not in its individual capacity, but solely as trustee, as aforesaid

By: 
Name: VINCENT J. MCQUINN
Title: VICE PRESIDENT

THE FIRST NATIONAL BANK OF MARYLAND, NATIONAL ASSOCIATION, as Indenture Trustee

By: _____
Name: _____
Title: _____

STATE OF MARYLAND)
) SS.:
COUNTY OF BALTIMORE)

On this _____ day of November, 1998, before me personally appeared _____, to me personally known, who, by me being duly sworn, says that he/she is _____ of THE FIRST NATIONAL BANK OF MARYLAND, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Notary Public

My commission expires

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this 9TH day of November, 1998, before me personally appeared W. Jeffrey Kramer, to me personally known, who, by me being duly sworn, says that he/she is Vice President of FIRST UNION NATIONAL BANK, that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Michelle Mena
Notary Public

My commission expires

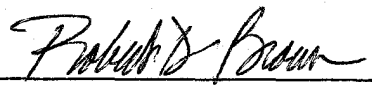
MICHELLE MENA
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 2003

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

FIRST UNION NATIONAL BANK, not in
its individual capacity, but solely as trustee,
as aforesaid

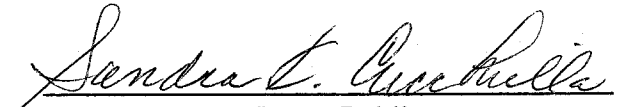
By: _____
Name:
Title:

THE FIRST NATIONAL BANK OF
MARYLAND, NATIONAL ASSOCIATION,
as Indenture Trustee

By: 
Name: Robert D. Brown
Title: Vice President

STATE OF MARYLAND)
) SS.:
COUNTY OF BALTIMORE)

On this 10th day of November, 1998, before me personally appeared Robert D. Brown, to me personally known, who, by me being duly sworn, says that he/she is Vice President of THE FIRST NATIONAL BANK OF MARYLAND, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.


Notary Public

My commission expires 5/1/2002

STATE OF CONNECTICUT)
) SS.:
COUNTY OF HARTFORD)

On this _____ day of November, 1998, before me personally appeared _____, to me personally known, who, by me being duly sworn, says that he/she is _____ of FIRST UNION NATIONAL BANK, that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires

Schedule A to
Memorandum of Indenture Supplement

(AMTRAK TRUST 98-B)

<u>Description</u>	<u>Amtrak Equipment Numbers</u>	<u>General Motors Serial Numbers</u>
Nineteen (19) General Motors EMD F59PHI Diesel Locomotives	452 through 470, inclusive	966722-3 through 966722-21, inclusive